

**These 3 pages follow and inclusive with the application forms 1/5 and 2/5 and serves as:-**

Negotiable terms and conditions. E.P.P. terms and conditions. Any extra charges before, during or after training. (See 5) & bottom page 4/5)

**SPA = Spray Pave Australia Pty Ltd. H/O = Head office.** (C) 2020 All rights reserved

- 1) Your new business allows you to operate as a Nationally recognized Company Licensee, with a lifetime of support, regardless of your future H/O engagement. There are no fees or restrictions with your new business (only the E.P.P. if accepted). You have full control over how, where or if you want to operate your business. Your training is the start of learning H/O trade skills you can use indefinitely. Similar to success of any student, limited by your own motivation?
- 2) The Spray Pave name and logo has proven extremely valuable over many years in some regions. Many customers view you as a respected, credible and professional national home brand, Est' 1991. Its use is optional, but advised.
- 3) The optional customer contract has evolved over many years. Customers value the 7 year guarantee. Specific clauses relating only to this industry to protect you against any unexpected or unrelated complaints are included. The contract has been tested and proven in law courts. It is a highly recommended and valuable security tool.
- 4) SPA, FREE CALL number utilize [3 Aust' call centers](#), plus H/O, and website inquiries, which service customers 24/7/365. Leads are sorted by customer postcodes. Then forwarded to local active Licensees (23) via SMS and Email.
- 5) Business purchase price includes return airfare and 2 nights in motel for one person to attend 3 days training in Adelaide. Any extra expenses of; 2<sup>nd</sup> + person/s airfare/s, more nights, equipment freight, social times are payable at training. Any discount for self-drive / accommodation etc, is negotiated only before and deducted at training. Licensee/s consents SPA to invoice or credit card charge, for any extra unexpected, related training / business costs
- 6) A 5 calendar day cooling off period commences from the earlier of:- a) H/O receipt of 1<sup>st</sup> deposit, confirming business purchase and training attendance. Or b) 5 days before training. A formal notice to cool-off is in writing or email. Full refund is offered less \$750 administration fee, plus any expenses to date ie:- Travel, Marketing, Booked trainers, etc.
- 7) 12mts optional insurance. SPA require ABN and registered name certificate before application forms are emailed to Licensee/s. Insurance may include :- a) Public liability \$10mil b) Loss of equipment \$5,000 c) Loss of income via accident 24/7, \$500p/w, 104 weeks. SPA source a policy and forward costs to a maximum amount of \$1,500.
- 8) Equipment responsibility of security, insurance etc is with Licensee/s after self or Rent-To-Own, cleared payment. Allow:- a) 1 week+ for delivery, after full payment, b) Freight costs, c) Insurance. Care and job suitability is with Licensee/s. 12mts warranty. SPA pays up to \$200 after Licensee/s pays repairer. Or full item replacement when Licensee/s covers freight costs for item return to H/O, replacement item back to Licensee/s. Notice of fault to SPA within 7 days. No warranty for not following manufacturer's manual, misuse, accident, or job-related losses.
- 9) Customer interest free finance is via a range of suggested [3<sup>rd</sup> party BNPL providers](#). Seen as business credibility.
- 10) Profits may not be immediate and dependent upon Licensee/s:- a) Self-advertising? b) Motivation? c) Work quality? d) Customer trusting personality? e) Regular cash flow monitoring? Self-funding or another income stream should be available from 1 week to 1 year+, until business is profitable. Self-funding should cover all household expenses, plus business E.P.P. and all start-up expenses. ie:- Advertising; Sourcing leads; Products; E.P.P; Equipment; Displays etc.
- 11) The 6 days training (3 days H/O + 3 days follow up Re:- 13)) is designed as an introduction to all services and make a start on smaller jobs. Free lifetime reactive support (after you contact H/O) available via phone, text, email, is required over months or years and paying jobs to gain full experience and a successful business. If no written complaints regarding the 3-day training received within 1 week, or regarding support within 1 month, Licensee/s confirms both training and support was based on real-life, hands-on experience with all H/O representations and obligations fulfilled.
- 12) SPA training and support is based on years of hands-on experience and unbiased to suppliers or products. Thereby offering many product options, inc' self-made or cheaper products. Licensee/s encouraged to undertake supplier/s training. Be wary of their biased and sometimes, expensive and unnecessary products and low experienced advice.
- 13) A H/O trainer will attend for 3 days on-site follow-up training. As light physical / job supervision only, (not hard labor). Available after 2-4 weeks' notice, in the first 6 months. Licensee/s must complete a few practice jobs prior, (clause 27) for some basic equipment and products skills. Licensee/s to arrange jobsite, products, labor, and all equipment. Any extra training may have H/O fees. It is an optional FREE bonus so not fee refundable or deductible from E.P.P.
- 14) The [Licensees Secrets page](#) is regularly updated as needed. Valuable information of Photos; Marketing; Sales tips; Customer Contracts, Further application and product training; Govt' info etc. Licensees should regularly utilize all links and help, combined with H/O support over the following months and years to help operate a fully successful business.
- 15) H/O will post a Licensee web page, after a request with six+ of your own suitable photos including profile are forwarded.
- 16) Licensee/s consents SPA to use any photos taken of them, or media from their own self-advertising for SPA's own promotions. Regardless if Licensee/s change their trading name, as they personally remain a life-long SPA Licensee .
- 17) SPA may offer an exclusive territory defined by postcodes. There is no restriction on growing or changing a territory. Licensee/s should advise H/O of new region locations / postcodes to have leads forwarded from new regions. To keep your territory, remain an active Licensee/s (as per clause 23) otherwise, without notice, your territory may be offered to another Licensee/s. Keep your territory by self-advertising, stay motivated and completing quality jobs.
- 18) Licensee/s offers indemnity to SPA against any 3<sup>rd</sup> party claim for business debt, job liability, or loss as a result of:- Licensees unprofessionalism, misrepresentation, uncompleted work, fraud or not serviced guarantee, etc. Licensee/s consents full liability and costs should any 3<sup>rd</sup> party judgement be awarded against SPA for any such claims.

[LINK TO DISCLAIMER.](#)

- 19) FREE customer job leads will be sent to Licensee/s via SMS & email. H/O pays for small-scale marketing for 4 to 6 weeks, with no guarantee of results. Licensee/s should rely on their own established marketing by then, as per their independent business. H/O does not continue paying, then giving away job leads indefinitely. A H/O received unpaid job lead may still be forwarded. H/O leads may stop without notice if Licensee is:- a) Not active - Clauses 23) & 25); b) Doesn't contact customer. c) H/O receives customer complaints; d) Any single EPP default. **Leads are free for life.**
- 20) H/O may start your marketing campaign during training, but will delay until after notice that your equipment is ready to service customers. Leads are for advice and/or a quote; Are not a guaranteed job; Generally in surrounding area. SPA has no control over type of leads received, so may include: - Repairs, H/P cleaning; Damp proofing, Epoxy, Grinding or Polishing, etc. The customer contract allows for Licensee/s to sub-contract all or part of job to other trades. If Licensee receives a high number of rejects. It's likely a sign of low trust or sales skills. Ask H/O for advice [View Licensee Secrets.](#)
- 21) Three levels of Licensee/s Income Guarantee have extra fees. After Licensee/s fee payment, H/O will arrange and pay for a marketing campaign, then quote customers on behalf of Licensee/s. Then forward customer signed contracts (some with deposits) returning up to \$45,000 Gross. Details, fees and conditions on [page 10 of the information pack.](#)
- 22) 100% Money back guarantee if you do not net (before tax) at least \$100,000 (average \$2,000 per week) in the first 12 months. All funds paid to SPA will be refunded if T's & C's comply? Excluding equipment, freight, extra person/s fees, extras. If T&C's fulfilled? Licensee/s will be refunded, funds paid to date. [T&C's noted in the manual.](#) There is no specific guarantee of business success. Just the opportunity for motivated Licensees and this money back guarantee.
- 23) Licensee to send H/O an "Activity Report" with details of 3 completed jobs each 3 months and make all EPP payments. If no "Activity Report" sent, OR if any E.P.P. payments missed, OR no reasonable H/O job related contact within the initial 4 to 6 weeks after the 3 day Adelaide training. Licensee/s is deemed "non-active" and may lose all territory, all job leads and all support. They could still operate their own independent business. Any E.P.P. contract remains valid.
- 24) Dispute resolution procedure: - Applicant must provide formal written notice to Respondent, identifying the dispute as a direct breach/s against numbered clause/s within this contract and a suggested resolution. Respondent must reply within 21 days of dispute receipt deciding to accept, reject or negotiate a resolution? If Applicant still not satisfied with dispute unresolved, they would invite Respondent to enter a) Written negotiations or b) Mediation in Adelaide or via phone or zoom. No reply from Respondent, is prima facie evidence, they agree the dispute is a breach of contract. Licensee/s E.P.P. contract termination, is only available via full E.P.P. payout. Both parties bear their own legal costs.
- 25) Sell or stop trading. Should Licensee/s wish to **a) Sell, b) Assign or c) Abandon** business for any reason, there are several options. Any E.P.P. contract remains valid and SPA does not offer a buyback. **a)** Self-advertising for a sale, has no H/O fees of restrictions. Discuss with H/O the: - Selling options, price guide and inclusions. **b)** An E.P.P. agreement can be assigned after application to H/O. Also E.P.P. terms may be varied if H/O approved? **c)** An abandoned business (or notice to H/O of) is confirmed after marketing pack is returned to H/O. Even if pack is returned, Licensee's business is still a fully viable business, due to Licensee being offered a lifetime of support as per Clause 1) of this agreement. If you choose to stop trading, you will still know the industry, contacts and skills to resume trading at any future time.
- 26) SPA resources and [Licensee Secrets](#) include guides to many Government regulations. Licensee to keep abreast of and comply with all latest Government regulations. Licensee acts as their own independent operator and excludes SPA from any liability regarding the following regulations. Including but not limited to:- Advertising; Customer contract; Insurances; Consumer rights; Govt' Contractor Licensing; EPA; Employing staff; Occupational Health and Safety; Fair work Act.
- 27) 1 to 3 practice jobs are highly recommended before your first paying customer. This will give you a) More confidence when quoting; b) Reduce excuses about your job history; c) Maintain some credibility on a job; d) Shows your used equipment. Be warned! mistakes could be made and you may not be paid, or have to pay another to fix afterwards. Not compulsory before a customer job, but is compulsory before H/O will attend for 3 days follow-up training. Clause 13)
- 28) Licensee/s confirms they are of sound mind and researched (or freely elected not to) their commitment to reach their expected profit as per T&C's of Clause 22). Research includes: - a) Any competitors; b) Weather c) Other SPA Licensees; d) Local region issues; e) H/O leads 19&20); f) Self-advertising and training; g) Sufficient startup capital.
- 29) Sale or closure of SPA H/O. In the unlikely event that SPA H/O were to ever sell or cease trading for any reason. Nothing would affect any Licensee from continuing to trade as they are. Offering you further security by not being connected in an undesirable event and confirmation of your own truly genuine, independent business.

Signing Page 1/5 for full payment or 2/5 for E.P.P. Is confirmation of agreement with a free and willing acceptance of all pages and clauses from 1/5 through to 5/5 as the entire document as inclusive of the entire agreement.

**If you require extra training, business or finance amendments? Or have any other expectations? Note them below, for a SPA representative to sign off if approved? with any charges? ie:- Holiday stay? More focus on a topic? Income? Equipment? Etc?**

1)	\$
2)	\$
3)	\$

<b>If approved? The above requests will be signed as authorized by the following Spray Pave Representative:-</b>		
Name and signature of SPA Rep' :- ...../.....	Name / Signature/s on behalf of new Licensee/s on Page 3/5 1)...../..... 2)...../.....	Date approved:- ...../...../20.....

**1) Commercial Vendor Finance.**

The Licensee/s have signed page 2/5 and agrees, they have entered this entire 5 page commercial contract and indebted to SPA the amount shown as the "Total E.P.P. amount". Their chosen amount is on the row as circled on page 2/5, which is not conditional upon business income. Any other agreed negotiations on footer of page 4/5.

**2) Dates for payment.**

The EPP deposits & 1<sup>st</sup> EPP payment are due on page 1/5 & 2/5 dates. All payments are due the first day of each month thereafter, until total debt is paid in full. Two days overdue, is considered late and missed.

**3) Payment received late, administration fee.**

If a payment is received late. (After two days). A \$100 administration fee represents a standard reasonable cost of following up and accommodating late payment. This late fee is added to the total debt.

**4) Acceleration of payments.**

If 2 defaults (majority or full payments 2 days late), which may not be consecutive. The total balance of all sums are to be paid without notice and become due and owing and be immediately recoverable as a debt.  
b) No full payout discounts available in this case.

**5) Costs of Default.**

Licensee/s shall pay all Spray Pave's Court; Legal services; Investigation and Recovery costs caused by their default under agreement on a full indemnity basis.

**6) Financial Hardship options or E.P.P. variation.**

As per above Clause 1). E.P.P. payments are not conditional upon business income. Licensee/s may request a variation of agreed payments, i.e:- a) Short term suspension; b) Reduced amount; c) Vary payment periodic dates: Licensee/s also accepts an extra fee of \$25.00 per payment to accommodate the extra administration, which is added to total debt. Any variation will not affect any other clause or the entirety of this agreement. A full E.P.P payout is free of fees.

**7) Signatory/ies offer full personal guarantee for Company, Trust or any other entity application.**

**8) Joint and several liability.**

Where the signed Licensee constitutes more than one person. Each person will be jointly and severally liable for all total amounts under this agreement.

**9) Floating charge to SPA and / or Garnishee consent.**

If 2 defaults:- (Clauses 2 and 3). Which may not be consecutive. Licensee/s offers [a floating charge](#) to SPA-or-Assignee, their present and or any future property. The property whether real or personal, including property described in the E.P.P. application, or any other property, shall be included into any other rights under this agreement. Licensee/s agree that a) SPA-or-Assignee is entitled to lodge a caveat against any property registered in the name of Licensee/s to protect SPA-or- Assignee's interest. And b) Licensee/s also offers consent to a garnishee order if 2 defaults, with a full [understanding and acceptance of garnishee order](#).

**10) Representation.**

Licensee/s confirms all representations relied upon prior to purchase, was the marketing material supplied by SPA. i.e:- Website, Media Advertising. Plus their own independent due diligence. Any extra expectations are noted on page 4/5 footer.

**11) Legal and financial advice.**

Licensee/s confirm, they have sought independent legal and financial advice regarding their own legal, financial and general personal suitability towards all business licensee/s contract aspects. Or have freely self-elected not to seek any such advice.

**12) Severance**

If any provision in this agreement or any other document be or become invalid, illegal or unenforceable, that provision shall be severed from said document, without effect to remaining doc'.

**13) Assignment by Licensee/s.**

The Licensee/s rights of this agreement may be assigned to another similarly secure party after a new E.P.P. application is submitted to SPA, which shall not be unreasonably denied.

**14) Management and Assignment of E.P.P.**

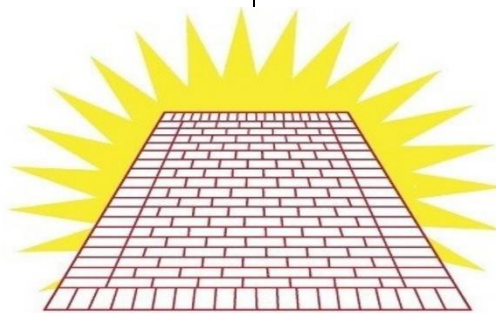
SPA outsource E.P.P. management to AAA Mercantile or a similar firm. In case of default as per 4) & 9). Licensee/s agrees that SPA will assign the total remaining balance of principal, interest and fees, under this agreement as a debt for collection also to AAA Mercantile E:- [aaamercantile@gmail.com](mailto:aaamercantile@gmail.com) or a similar firm.

**15) Dispute resolution.**

Procedures required from both parties are outlined under Page 4/5 Clause 24) of Confirming the Details.(C.T.D.)

**16) Exclusive Jurisdiction to South Australia. (SA)**

Both parties freely submit themselves to the exclusive jurisdiction of the courts of (SA) and to the exclusion of any other state or territory courts. In respect of disputes whether under the contract or in respect of the contract. Any actions shall be instituted and heard only in an Adelaide S.A. court.



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*Spray Pave Australia Pty Ltd. Est' 1991*